King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:
HORIZON
11135 NE 33RD PLACE
BELLEVUE,WA 98004

SHIP TO
KC DEPARTMENT OF EXEC SERVICES
PROCUREMENT-GOODS & SERVICES
401 5TH AVE, CNK-ES0340
SEATTLE,WA 98104
United States

BILL TO
KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE,WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
512493	0	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
01-JUN-11	J,Jungnitz
DATE OF REVISION	BUYER

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	12593	2%30days/Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE
ERIC RIPPE (425) 828-4554

REQUESTOR / DELIVER TO

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	TERM PURCHASE AGREEMENT FURNISH LAWN AND GROUNDS EQUIPMENT AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH WASHINGTON STATE CONTRACT NUMBER 08506, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. ESTIMATED ANNUAL CONTRACT VALUE $10,000.00 THIS CONTRACT AGREEMENT NUMBER 512493 IS ISSUED AS A REPLACEMENT/CONTINUATION AGREEMENT FOR NUMBER B23250B EFFECTIVE JANUARY 1, 2012. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. STANDARD PURCHASE ORDERS REFERENCING THIS CONTRACT AGREEMENT NUMBER WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND/OR SERVICES. ALL INVOICES MUST REFERENCE THE INDIVIDUAL					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

Authorized signature

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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
512493	0	2

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
01-JUN-11	J,Jungnitz
DATE OF REVISION	BUYER

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	12593	2%30days/Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE
ERIC RIPPE (425) 828-4554

REQUESTOR / DELIVER TO

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENT.						
	Purchase Agreement Effective From: 01-JUN-11 To: 31-JAN-13	Amount Agreed:					

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Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:
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TOTAL

Authorized signature

PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless other wise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.